

1 Rick Simmons
2 6920 N Glenarvon
3 Newman Lake, WA 99025
4 509-226-1347

5
6 Rick Simmons, in pro per
7
8

9
10 **IN THE UNITED STATES DISTRICT COURT**
11 **EASTERN DISTRICT OF WASHINGTON**
12
13

14 Rick Simmons,

15) Case No.: **CV-11-343-LRS**
16)
17 Plaintiff,)
18)
19 v.)
20)
21 RELS LLC, a/k/a RELS, LLC, a/k/a RELS)
22)
23 Reporting Services, LLC, and Wells Fargo Bank,)
24)
25 N.A., a/k/a Wells Fargo Home Mortgage,)
26)
27 Defendants)
28

29 **COMPLAINT**
30

31 1. This is an action for damages brought for violations of the Fair Credit Reporting
32 Act (FCRA) 15 U.S.C. §1681 *et seq.*, and the Revised Code of Washington (RCW) 19.182. *et seq.*
33

34 **JURISDICTION AND VENUE**
35

36 2. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p and 15 U.S.C.
37 §1692k.
38 3. Venue is proper in this District pursuant to 28 U.S.C. §1331b.
39

40 **RECEIVED**
41

42 **SEP 19 2011**
43

44 **CLERK, U.S. DISTRICT COURT**
45 **SPOKANE, WASHINGTON**

1 4. Plaintiff, Rick Simmons, is a natural person and is a resident of the State of
 2 Washington, residing at 6920 N. Glenarvon, Newman Lake, Washington.

3 5. Defendant RELS, LLC is organized under the laws of the State of Minnesota,
 4 registered with the Washington Secretary of State, whose agent for service is CT Corporation, 1801
 5 WEST BAY DR NW STE 206, OLYMPIA, Washington, 98502.

6 6. Defendant Wells Fargo Bank, N.A., is organized under the laws of the State of
 7 South Dakota, is registered as a foreign corporation with the Washington Secretary of State, and does not
 8 list an agent for service in the State of Washington; service of process is made upon the Washington
 9 Secretary of State per RCW 23B.15.100, at Washington Secretary of State, Legislative Building, PO Box
 10 40220, Olympia, WA 98504-0220, Attention: Service of Process.

11 7. All conditions precedent to the bringing of this action have been performed,
 12 waived or excused.

13 FACTUAL ALLEGATIONS

14 8. Paragraphs 1 through 7 are realleged as though fully set forth herein.

15 9. On December 18, 2009, Defendants RELS, LLC and Wells Fargo, N.A. initiated
 16 a pull of Plaintiff's credit report from credit bureau Experian without permissible purpose, thereby
 17 reducing his credit score.

18 10. On January 7, 2010, Defendants RELS, LLC and Wells Fargo, N.A. initiated a
 19 pull of Plaintiff's credit report from credit bureau Experian without permissible purpose, thereby reducing
 20 his credit score.

21 11. On March 29, 2010, Defendants RELS, LLC and Wells Fargo, N.A. initiated a
 22 pull of Plaintiff's credit report from credit bureau Experian without permissible purpose, thereby reducing
 23 his credit score.

24 12. On June 15, 2010, Defendants RELS, LLC and Wells Fargo, N.A. initiated a pull
 25 of Plaintiff's credit report from credit bureau Experian without permissible purpose, thereby reducing his
 26 credit score.

13. On June 21, 2010, Defendants RELS, LLC and Wells Fargo, N.A. initiated a pull of Plaintiff's credit report from credit bureau Experian without permissible purpose, thereby reducing his credit score.

14. On March 3, 2011, Defendant Wells Fargo N.A. initiated a pull of Plaintiff's credit report from credit bureau Experian without permissible purpose in violation of both Federal and State statutes.

15. On June 16, 2011, Defendant Wells Fargo N.A. initiated a pull of Plaintiff's credit report from credit bureau Experian without permissible purpose in violation of both Federal and State statutes.

COUNT I

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA)

15 U.S.C. §1681

WILLFUL NON-COMPLIANCE BY DEFENDANT

RELS, LLC

12. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

13. At all times pertinent hereto, Defendant RELS, LLC is a "credit reporting agency" within the meaning of the FCRA, 15 U.S.C. §1681a(f).

14. At all times pertinent hereto, Plaintiff was "consumer" as that term is defined by 15 U.S.C. §1681a(c).

15. At all times pertinent hereto, the above-mentioned credit reports were "consumer reports" as those terms are defined by 15 U.S.C. §1681a (d).

16. Defendant RELS, LLC willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

a. Defendant RELS, LLC willfully violated 15 U.S.C. §1681b (f) 5 times by obtaining Plaintiff's consumer reports without a permissible purpose as defined by 15 U.S.C. §1681b.

COUNT III

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA)

15 U.S.C. §1681

NEGIGENT NON-COMPLIANCE BY DEFENDANT

RELS, LLC

13 19. At all times pertinent hereto, Plaintiff is a "consumer" within the meaning of the
14 FCRA, 15 U.S.C. §1681a(c).

15 20. Defendant RELS, LLC negligently violated the FCRA. Defendant's violations
16 include, but are not limited to, the following:

a. Defendant RELS, LLC negligently violated 15 U.S.C. §1681b (f) by obtaining Plaintiff's consumer report 5 times without a permissible purpose as defined by 15 U.S.C. §1681b.

COUNT III

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681

WILLFUL NON-COMPLIANCE BY DEFENDANT

WELLS FARGO BANK, N.A.

24 21. Plaintiff incorporates the foregoing paragraphs as though the same were set forth
25 at length herein.

1 22. At all times pertinent hereto, Defendant Wells Fargo, N.A. is a "person" within
2 the meaning of the FCRA, 15 U.S.C. §1681a(b).

3 23. At all times pertinent hereto, Plaintiff was a "consumer" as that term is defined
4 by 15 U.S.C. §1681a(c).

5 24. At all times pertinent hereto, the above-mentioned credit reports were "consumer
6 reports" as those terms are defined by 15 U.S.C. §1681a (d).

7 25. Defendant Wells Fargo, N.A. willfully violated the FCRA. Defendant's
8 violations include, but are not limited to, the following:

9 a. Defendant Wells Fargo, N.A. willfully violated 15 U.S.C. §1681b (f) 7
10 times by obtaining Plaintiff's consumer reports without a permissible purpose as
11 defined by 15 U.S.C. §1681b.

12 **COUNT IV**

13 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA),**

14 **15 U.S.C. §1681**

15 **NEGLIGENT NON-COMPLIANCE BY DEFENDANT**

16 **WELLS FARGO BANK, N.A.**

17 26. Plaintiff incorporates the foregoing paragraphs as though the same were set forth
18 at length herein.

19 27. At all times pertinent hereto, Defendant Wells Fargo, N.A. is a "person" within
20 the meaning of the FCRA, 15 U.S.C. §1681a(b).

21 28. At all times pertinent hereto, Plaintiff is a "consumer" within the meaning of the
22 FCRA, 15 U.S.C. §1681a (c).

23 29. Defendant Wells Fargo, N.A. negligently violated the FCRA. Defendant's
24 violations include, but are not limited to, the following:

1 a. Defendant Wells Fargo, N.A. negligently violated 15 U.S.C. §1681b (f)
2 by obtaining Plaintiff's consumer report 7 times without a permissible purpose as
3 defined by 15 U.S.C. §1681b.

4 **COUNT V**

5 **VIOLATION OF REVISED CODE OF WASHINGTON (RCW)**

6 **19.182.140 PROVISION OF INFORMATION TO**

7 **UNAUTHORIZED PERSON BY DEFENDANT**

8 **RELS, LLC**

9 30. Plaintiff incorporates the foregoing paragraphs as though the same were set forth
10 at length herein.

11 31. At all times pertinent hereto, Defendant RELS, LLC is a "credit reporting
12 agency" within the meaning of the RCW, 19.182.010(5).

13 32. At all times pertinent hereto, Plaintiff is a "consumer" within the meaning of the
14 RCW, 19.182.010(3).

15 33. At all times pertinent hereto, the above-mentioned credit reports were "consumer
16 reports" as those terms are defined by RCW 19.182.010(4)(a).

17 34. Defendant RELS, LLC negligently violated the RCW. Defendant's violations
18 include, but are not limited to, the following:

19 a. Defendant RELS, LLC negligently violated RCW 19.182.140 by
20 providing Plaintiff's consumer report 5 times without a permissible purpose as
21 defined by RCW 19.182.020.

22 **COUNT VI**

23 **VIOLATION OF REVISED CODE OF WASHINGTON (RCW)**

24 **19.182.130 OBTAINING INFORMATION**

25 **UNDER FALSE PRETENSES BY DEFENDANT**

26 **WELLS FARGO, N.A.**

1 35. Plaintiff incorporates the foregoing paragraphs as though the same were set forth
 2 at length herein.

3 36. At all times pertinent hereto, Defendant Wells Fargo, N.A. is a "person" within
 4 the meaning of the RCW, 19.182.010(12).

5 37. At all times pertinent hereto, Plaintiff was a "consumer" as that term is defined
 6 by RCW, 19.182.010(3).

7 38. At all times pertinent hereto, the above-mentioned credit reports were "consumer
 8 reports" as those terms are defined by RCW 19.182.010(4)(a).

9 39. Defendant Wells Fargo, N.A. willfully violated the RCW. Defendant's violations
 10 include, but are not limited to, the following:

11 a. Defendant Wells Fargo, N.A. willfully violated RCW 19.182.130 7 times
 12 by obtaining Plaintiff's consumer reports without a permissible purpose as
 13 defined by RCW 19.182.020.

14 **WHEREFORE**, Plaintiff demands judgment for damages against RELS, LLC for
 15 statutory damages, and punitive damages, fees and costs, pursuant to 15 U.S.C. §1681n.

16 **WHEREFORE**, Plaintiff demands judgment for damages against RELS, LLC for
 17 statutory damages, and punitive damages, fees and costs pursuant to 15 U.S.C. §1681o.

18 **WHEREFORE**, Plaintiff demands judgment for damages against RELS, LLC for
 19 statutory damages, and punitive damages, fees and costs, pursuant to RCW 19.182.140.

20 **WHEREFORE**, Plaintiff demands judgment for damages against WELLS FARGO
 21 BANK, N.A. for statutory damages, and punitive damages, fees and costs, pursuant to 15 U.S.C. §1681n.

22 **WHEREFORE**, Plaintiff demands judgment for damages against WELLS FARGO
 23 BANK, N.A. for statutory damages, and punitive damages, fees and costs pursuant to 15 U.S.C. §1681o.

24 **WHEREFORE**, Plaintiff demands judgment for damages against WELLS FARGO
 25 BANK, N.A. for statutory damages, and punitive damages, fees and costs pursuant to RCW 19.182.130.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Dated this day 9-19-2011



Rick Simmons, in pro per
6920 N Glenarvon
Newman Lake, WA 99025
509-226-1347